v. *Daniel*, 82 N. C. 152; *Condry* v. *Cheshire*, 88 N. C. 375; *Taylor* v. *Eatman*, 92 N. C. 601; *Arrington* v. *Arrington*, 114 N. C. 116) it seems to have little support from many other states and the following cases hold that the owner of an equitable title may not maintain ejectment: *Virginia Dray Co.* v. *Crane's West Coal Co.* (1904), Va. —, 46 S. E. Rep. 393; *Carter* v. *Ruddy*, 166 U. S. 493; *Tennessee Coal Co.* v. *Tutwiler*, 108 Ala. 483; *Bulin* v. *Chisny*, 48 Cal. 467; *Barro* v. *Fennell*, 24 Fla. 378; *Kirkland* v. *Cox*, 94 Ill. 400; *Paisley* v. *Holzshu*, 83 Md. 325; *Buell* v. *Irwin*, 24 Mich. 145; *Bennett* v. *Gray*, 36 N. Y. Supp. 372; *Bank* v. *Dowling*, 45 S. C. 677; *Gillett* v. *Treganza*, 13 Wis. 472.

EVIDENCE—ADMISSIONS—ABANDONED PLEADINGS.—Where an action for injuries to cattle shipped by defendant was tried on a second amended petition, *Held*, that the original and first amended petition were admissible against the plaintiff, the statements therein being relevant as admissions against interest, notwithstanding the fact that the pleadings were neither signed nor verified. *Texas & Pac. Ry. Co. et al.* v. *Coggin* (1903), — Tex. Civ. App. —, 77 S. W. Rep. 1053.

According to what seems to be the weight of authority a pleading which has been abandoned or superseded is competent in evidence against the party making it, like any other admission or declaration of the pleader, subject of course to his explanation. ABBOTT'S CIVIL JURY TRIALS, p. 296; 8 ENCYC. OF PLEAD. AND PRAC. 27; *Ludwig* v. *Blackshere*, 102 Iowa 366, 71 N. W. 356; *Juneau* v. *Stunkel*, 40 Kan. 756, 20 Pac. 473; *Walser* v. *Wear*, 141 Mo. 443, 42 S. W. 928; *Woodworth* v. *Thompson*, 44 Neb. 311, 62 N. W. 450; *New York & L. C. Trans. Co.* v. *Hurd*, 44 Hun. 17; *Lindner* v. *Insurance Co.*, 93 Wis. 526, 67 N. W. 1125. According to a number of decisions in order that the pleadings of a party may be introduced as admissions, it should appear that the facts were inserted in such pleadings by his direction, or with his knowledge and consent; that is, they must be signed or verified by him, or in some manner brought home to him. *Vogel* v. *Osborne*, 32 Minn. 167, 20 N. W. 129; *Corbett* v. *Clough*, 8 S. D. 176, 65 N. W. 1074; *Geraty* v. *Nat'l Ice Co.*, 16 App. Div. 174, 44 N. Y. Supp. 659. However, in some courts such abandoned or superseded pleadings are not admitted whether they are verified or not, on the ground that a pleader should always be permitted to correct his pleadings without having any burden thrown upon him. *Mecham* v. *McKay*, 37 Cal. 154; *Miles* v. *Woodward*, 115 Cal. 308, 46 Pac. 1076; *Little Rock, etc. Ry. Co.* v. *Clark*, 58 Ark. 490, 25 S. W. 584. See GREENLEAF EVIDENCE, 15 ed. p. 246, note, where it is said that generally pleadings are regarded, "so far as the suits in which they are filed are concerned, as mere formulas for the solution of the case, and to limit and make definite th issues to be tried by the jury." In Massachusetts this reasoning has been adopted by legislative enactment, and in that state the pleadings are held not to be evidence on the trial and cannot be commented upon by counsel to the jury. It is submitted that the above quotation expresses the logical purpose of the pleadings, and it follows that they should not be admitted as evidence in the same case in which they are filed, and not in any case unless they are signed, verified, or in some way brought home to the party against whom they are sought to be introduced. The decision in the principal case is, however, well supported by authority.

GUARDIAN—SALE OF WARD'S REALTY—OATH.—A sale of lands belonging to minors was conducted by an attorney who was authorized by a foreign guardian. Sec. 55, Chap. 23 Comp. St. of Neb. 1901, provides that "Such

guardian shall also, before fixing on the time and place of the sale, take and subscribe an oath in substance like that required in the succeeding subdivision to be taken by an executor, administrator or guardian, when licensed to sell real estate pursuant to the provisions of that subdivision." The record showed that the attorney had taken oath to the effect that he was authorized to act for the guardians in making the sale and that he would exert his best endeavors to dispose of the real estate in such a manner as would be most advantageous to all interested. In an action by the grantors under quit claim deeds on the ground of fraud and by the infant heirs to set aside the guardian's deed. *Held*, the oath taken and subscribed by the attorney employed by the guardian to conduct the sale does not satisfy the foregoing requirement of the statute and renders the deed void. *Levara et al* v. *McNeny et al* (1904), — Neb. —, 98 N. W. Rep. 679.

This case seems to hold that where statutes of this kind exist a foreign guardian cannot make a valid sale without coming to the jurisdiction where the land lies and at least supervising the sale. While the law does not require him to act as auctioneer and attend to every detail in person, it casts upon him the general duty of conducting the sale, a duty which he cannot according to the weight of authority delegate to another. *Sebastian* v. *Johnston*, 72 Ill. 282, 22 Am. St. Rep. 144; *Kellogg* v. *Wilson*, 89 Ill. 357; *Taylor* v. *Hopkins*, 40 Ill. 442; *Hicks* v. *Willis*, 41 N. J. Eq. 516, 7 Atl. Rep. 507; *Bachelor* v. *Korb*, 58 Neb. 122, 78 N. W. Rep. 485, 76 Am. St. Rep. 70. WOERNER'S AMERICAN LAW OF GUARDIANSHIP, p. 272. RODGERS ON DOMESTIC RELATIONS 842.

HUSBAND AND WIFE—ANTE-NUPTIAL CONTRACT.—A and B about to marry enter into the following ante-nuptial contract. A, the prospective husband agrees to give B, his prospective wife, $500, to be paid at his death, binding his administrators, executors and assigns to pay the same. B, the prospective wife, binds herself to make no claim to dower or homestead, or other interest or share in the real or personal estate of A and she expressly relinquishes all such claims. A agrees that B shall have the exclusive right to the use, control and disposal of all her personal property, before, during and after the marriage free from all claims of A. A further agrees to furnish support according to their station during his natural life. B dies several years before A. In an action by B's administrators against A's administrators, *Held*, that the wife's death before her husband's did not relieve his administrator from the payment of the amount specified to her personal representatives. *Barlow's Administrator* v. *Comstock's Administrator* (1904), — Ky. —, 78 S. W. Rep. 475.

This case at first blush appears peculiar, but is a correct holding upon a contract so peculiar in its provisions. It was contended that the sum to be paid was in lieu of all rights which the wife might have growing out of the marriage, in the estate of her prospctive husband as surviving widow and that by reason of her death before his she never became invested with any estate of the character sought to be released; and in consequence the written obligation sued on was not enforceable. The court thought this would be importing into the agreement what was not there, as nothing is said as to the effect of her death before his, or that the contract sued on was to be enforced only in case she survived her husband. A liberal construction should be given these contracts for their purpose is to avoid strife, secure peace and adjust and settle the question of marital rights in property. *Long* v. *Kinney*, 49 Ind. 239; *Tabb* v. *Archer* 3 Hen. & M. (Va.) 399, 3 Am. Dec. 657, *Williamson* v. *Yager*, 91 Ky. 282; *Stace* v. *Bumgarden*, 89 Va. 418.